

No supplement to this tariff will be issued
Except for the purpose of canceling the tariff
Unless specifically authorized by the Authority.

Additions to, changes in, and elimination from
this tariff will be in loose-leaf form.

ACTIVE MOVERS

CPCN NO. 3347

HOUSEHOLD GOODS TARIFF NO. 1

NAMING LOCAL COMMODITY RATES

ALSO

**ACCESSORIAL SERVICE CHARGES,
MISCELLANEOUS SERVICE CHANGES,
HOURLY RATES AND REGULATIONS**

**APPLY ON NEW AND USED FURNITURE AND
HOUSEHOLD EFFECTS, PERSONAL EFFECTS, AND
OTHER PROPERTY AS DESCRIBED IN THE TARIFF**

**BETWEEN POINTS AND PLACES WITHIN
CLARK AND NYE COUNTIES, NEVADA ON THE ONE HAND AND POINTS AND
PLACES IN NEVADA WITHIN THE STATE OF NEVADA ON THE OTHER HAND.**

FOR

ACTIVE MOVERS

Issued:

Effective:

Issued by:

**Erik McKissick
Active Movers
4828 Rancho Linda Drive
North Las Vegas, NV 89031**

ACCEPTED

AUG 21 2008

**Nevada Transportation Authority
Las Vegas, Nevada**

Original Page No. 1

N.T.A NO. 1

ACTIVE MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

CHECKING SHEET FOR TARIFF

Upon receipt of new or revised pages a check mark must be placed opposite the "Correction Number" (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should be made at once to the issuing carrier for a copy of the new or revised page.

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2	7	12
3	8	13
4	9	14
5	10	15

EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

D.b.a...Doing Business As
NV...Nevada
No....Number
Nos...Numbers

N.....New
C.....Change , neither increase nor reduction
I.....Increase
R.....Reduction
NTA....Nevada Transportation Authority

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Las Vegas, Nevada**

ACTIVE MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

APPLICATION OF CARRIER'S OPERATIVE RIGHTS

A Certificate of Public Convenience and Necessity providing the right to transfer new and used household goods and personal effects to and from residences and establishments within Clark and Nye Counties, NV and between Clark & Nye County on the one hand and points and places in Nevada on the other. This is inclusive of general commodities, furnishings, stock, and equipment or other supplies to and from stores, offices and other establishments, on call, over irregular routes.

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ACTIVE MOVERS**HOUSEHOLD GOODS TARIFF NO. 1****TABLE OF CONTENTS**

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Original Page No. 4		N.T.A NO. 1	
ACTIVE MOVERS			
HOUSEHOLD GOODS TARIFF NO. 1			
Rule No.		RULES AND REGULATIONS	
10	ACCESSORIAL SERVICES Except as otherwise provided herein, rates or charges covering accessorial services rendered by the carrier, are in addition to the transportation rates named in this tariff.		
20	APPLICATION OF RATES - COMMODITY DESCRIPTION The rates named in this tariff apply on household goods defined as any furniture, personal effects, baggage, equipment, stock, or supplies of a residence, store, office or other establishment.		
30	APPLICATION OF RATES - TERRITORY The rates shown in this tariff apply to all points and places within Clark and Nye Counties, NV and between Clark & Nye County on the one hand and points and places in Nevada on the other.		
40	ARTICLES NOT ACCEPTED Unless otherwise provided, the following property will not be accepted for shipment: bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, credit cards, jewelry, postage or trading stamps, precious stones, or articles manufactured thereof or perishable articles. Should such articles come into possession of the carrier without its knowledge, responsibility for safety delivery will into be assumed. Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property. Carrier will not accept for shipment articles that cannot be taken from the premises without damages to the article or the premises. Explosive, firearms or other dangerous goods or property liable to cause harm to life or equipment will not be accepted for shipment. Household pets will not be accepted for transportation.		
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ACTIVE MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

Rule No.

RULES AND REGULATIONS

50

COMPLETE ARTICLE

Each shipping piece of package and contents thereof constitute one article for the purpose of determining carrier liability as provided in rule 70. The total components parts of any article taken apart for handling or loading in the vehicle shall also constitute one article.

60

DECLARATION OF VALUE

Shippers are required to state specifically in writing the agreed or declared value of the property, otherwise a base value of 60 cent per pound per article will apply.

Where value in excess of 60 cents per pound per article is declared, at the option of the shipper, the carrier will provide declared value protection through special insurance at an added charge equivalent to the required premium.

If shipper declines to declare the value or agree to release value in writing, the shipment may not be accepted. If accepted, base release value of 60 cents per pound per article will apply.

70

CLAIMS

A) Any claims for loss, damage or overcharge shall be in writing and shall be accompanied by the original paid bill for transportation and two estimates of repair or replacement. Carrier may require certified or sworn statement of claim.

B) Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.

C) Limitation of time for filing claims shall be seven days. The carriers' liability shall not exceed the cost of repairing and replacing the property lost or damaged with the materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowances for depreciation or deterioration howsoever caused, but in no event to exceed the released value of the entire shipment. Actual coverage will be determined under rule 70 in this tariff.

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HOUSEHOLD GOODS TARIFF NO. 1

Rule No.

RULES AND REGULATIONS

70

Claims

D) The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or delivery property (or render any services) at a place or places at which the consignee or its agent is not present the property shall be at risk of the owner's after unloading or delivery.

E) Where the carrier is directed to load property from or render service at a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.

F) The carrier's liability with regard to set or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed: (1) the released value not exceeding 60 cents per pound per article; or (2) if the shipper has declared value on the entire shipment such proportion of the actual value of the article or as articles lost or damaged shall be determined under rule 70

G) The services provided in this tariff do not include the servicing of refrigerators, stoves, deep freezes, radios, record players, washing machines, dryers, television sets, air conditioners, television aerials or other articles or appliances requiring special servicing, prior to or immediately after transportation. However the carrier will, if requested by the shipper, consignee or owner, and acting as designated agent for such party and at such party's available, to service the aforesaid items but the carrier assumes no responsibilities for the activities, conduct or competence of the aforesaid third persons, the amount of their charges or the quantity of the service furnished, it being understood that the prime and sole responsibility for servicing of any and all such articles as aforesaid lies with the shipper, and that the shipper shall have all such articles properly serviced immediately prior to and after transportation, independently or through the carrier as its designated agent, and the carrier shall not be responsible for examining the above mentioned articles to determine whether or not such articles have been properly serviced prior to or after transportation

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HOUSEHOLD GOODS TARIFF NO. 1

Rule No. RULES AND REGULATIONS	
80	<p>CLAIMS FOR LOST OR DAMAGED GOODS</p> <p>A claim by the shipper or consignor against a common carrier for lost or damaged goods must be submitted to the carrier within 7 days after loss or damage is discovered. Within 14 days after receipt of the claim, the carrier shall:</p> <p>A) Compensate the shipper or consignor; or</p> <p>B) Deliver to the shipper or consignor a written denial of the claim.</p> <p>A denial of the claim may be appealed by the shipper or consignor through the Transportation Services Authority.</p>
90	<p>FAILURE TO MAKE DELIVERY</p> <p>A) In all instances where carrier is unable to locate the consignee at the address (if know by the carrier); or where the consignee is unable or declines to accept delivery of the shipment, or the shipment remains in the possession of the carrier pursuant to instructions of the shipper or consignee or owner, or written notice delivered to the premises where actual delivery was to be effected or to the carrier, or the option of the carrier, in a public warehouse, and upon such placement liability as a carrier shall immediately cease and liability shall thereafter be only that of the warehouseman.</p> <p>B) In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of charges lawfully applicable from the carrier's terminal or from the public warehouse (as the case may be) to place of delivery.</p>
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ACTIVE MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

Rule No.

RULES AND REGULATIONS

100

IMPRACTICAL PICK-UP OR DELIVERY

A) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point which the road haul vehicle may be operated safely.

B) When it is physically impossible for the carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with the normally assigned road equipment, due to the structure of building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, the articles will be pick-up or delivered at the nearest point of approach to the desired location where equipment can be made safely accessible.

C) Upon request of the shipper consignee or owner of the goods, the carrier will use or engage smaller equipment or provide extra labor for the purpose, if possible of accomplishment of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used) will be as provided in rule 300 and shall be in addition to all other transportation or accessorial charges.

D) If the shipper does not accept the shipment at the nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

E) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to warehouse location shall constitute a new shipment, subject to applicable rate as provided in the tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

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ACTIVE MOVERS**HOUSEHOLD GOODS TARIFF NO. 1****Rule No.****RULES AND REGULATIONS****110****IMPRACTICAL OPERATION**

Nothing in this tariff shall require the carrier to perform any line-haul service or pick-up or delivery service or any other service from or at any point or location where, through no fault or neglect of the carrier, the operation of vehicles is impractical because:

(A) The condition of the roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage to life or property.

(B) Loading or unloading facilities are inadequate.

(C) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render line-haul or pick-up or delivery or any other service from or at other points or locations.

120**INSURANCE**

The cost of any insurance in the name of the shipper, or for the benefit of the shipper will not be assumed by the carrier. (See Rule 70)

130**MAKING AND PACKING**

(A) Articles of both fragile and unbreakable nature must be properly packed. No claims will be allowed on any items that are not packed by the carrier.

(B) Where shipment are improperly, insecurely or unsafely packed, crated or boxed and by reason thereof the contents may be destroyed or damaged, carrier will arrange to have such shipment properly packed, and charges shown in Rule 300 of this tariff will be assessed.

(C) The shipper shall provide all original packing boxes or agree to use boxes as provided by carrier.

(D) If the shipper instructs the carrier to pack or re-pack any items, those items must be unpacked by the carrier. No claims will be allowed on any items that are not unpacked by the carrier.

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HOUSEHOLD GOODS TARIFF NO. 1

Rule No.

RULES AND REGULATIONS

140

PAYMENT OF CHARGES

(A) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and advance charges have been paid by cash, money orders, or cashier's check, except where other arrangements have been made in advance.

(B) The carrier shall have lien rights on any property transported by it for all charges incurred.

(C) The shipper will furnish the carrier, upon demand, a certified statement describing and setting forth the actual cash value of any property in possession of carrier being held for payment.

(D) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to warehouse location shall constitute a new shipment, subject to applicable rates as provided in the tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

(E) After seven days, with proper notice, carrier shall have the right to see, as shippers's agent, at public or private sale, any property of the shipper's in satisfaction of any charges not paid in full.

(F) Upon default by the customer, the carrier is entitled to collect legal fees and interest as provided in the contract.

(G) **Estimate of Charges:** Motor carrier of household goods will provide the shipper after a visual inspection of the goods, a written estimate of the charges incurred. The original will be delivered to the Shipper and a copy will be maintained by the carrier in his record of the shipment. This estimate will be subject to a \$98 per hour (with a 2 hour minimum charge). The final charge for transporting the goods may not exceed the estimate unless the customer requests services that are not included in the written estimate and agrees to pay for the additional services so requested. If the final charge is less than the estimate, the carrier shall only collect the actual charge for the service.

(H) **Bill for payment:**(1) Upon the completion of a shipment of household goods, the authorized carrier shall present to the person paying for the shipment the original bill for payment.

(2) The bill must show:

- (a) The name and address of the carrier.
- (b) The names of the consignor and consignee.
- (c) The points of origin and destination.
- (d) The date and time the shipment was received by the carrier.
- (e) The date and time of arrival of the shipment at its destination.
- (f) The date of the bill.
- (g) The weight of the shipment, if applicable.
- (h) The route over which the household goods were transported, the name of the point of transfer and



	<p>the name of each carrier participating in the transportation.</p> <p>(i) The numbers of the vehicles which transported the household goods. (j) An adequate description of the property transported, including the number of items carried. (k) The rate charged for the service. (l) Any other charge incident to the transportation. (m) A statement that the carrier's rates are subject to regulation by the Transportation Services Authority. (n) Any other information required by the Transportation Services Authority.</p>
150	<p>PICK-UP AND DELIVERY AT WAREHOUSE Except as otherwise provided herein, if shipment is delivered to or pickup up at a warehouse, the rates for transportation include only the loading or unloading at the door, platform, dock or other point convenient or accessible to the vehicle.</p>
160	<p>SHIPMENTS ACCEPTED SUBJECT TO LAWS Shipments will be accepted to the requirements of ordinances or limitation of law as regulating the transportation for the property, or the use of vehicles and facilities.</p>
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ACTIVE MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

Rule No. RULES AND REGULATIONS

170

WAITING OR DELAY

When a vehicle is held for convenience of shipper or consignee through no fault of the carrier, a charge for waiting time will apply at the hourly rates shown.

180

INSPECTION OF PACKAGES

When carrier or his agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

190

SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliance such as refrigerators, deep freezers, radios, record players, washing machines, television set, air conditions, and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced or unserviced as provided in (A) or (B) below.

(A) Upon request of the shipper, owner or consignee of the goods, carrier will subject to (B) below, service and unservice such articles and appliances at origin and destination for the additional charge provided in Rule 300. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect; remove, connect and install such articles and appliances.

(B) If carrier does not possess the qualified personnel to properly services and unservice such articles or appliances, carrier will, upon request of the shipper, owner or consignee and as agent for them, engage third persons to perform the servicing and unservicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.

(C) All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 200 herein.

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Rule No.

RULES AND REGULATIONS

200

ADVANCING OF CHARGES

Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by the carrier with a copy of an invoice setting forth the services rendered, charges and basis thereof, together with references to applicable schedule of tariff charges are assessed in accordance therewith.

When third persons are engaged by the carrier to perform any domestic or maid service, the carrier will not assume responsibility for their activities or conduct: amount of charges; nor the quality or quantity of service furnished, except otherwise provided.

The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

210

LABOR CHARGES

Cover all accessorial services for which no charges are otherwise provided in this tariff, when such services are requested by the shipper.

220

EARLY TERMINATION OF SHIPMENT

(A) The carrier reserves the right to stop work at any time and demand payment for the time worked and time estimated to complete shipment.

(B) The shipper reserves the right to stop work at any time. Minimum charges will apply.

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HOUSEHOLD GOODS TARIFF NO. 1

Rule No.

RULES AND REGULATIONS

230

RATES AND CHARGES

Carrier will charge rates appearing in this Rule for any equipment or manpower contracted by the shipper or any packing material and containers, which become the property of the shipper.

(A) Applying to shipments having a point of origin and destination within Clark and Nye Counties, NV:

Truck & Trailer	\$98.00 per hour
Driver.....	\$20.00 per hour
Moving Assistant.....	\$12.00 per hour
Additional Moving Assistant.....	\$12.00 per hour
Packer, Unpacker.....	\$12.00 per hour
Laborer only.....	\$12.00 per hour

If the shipment has a point of origin and a point of destination within the greater Las Vegas area the hourly charges apply from the shipper's point of origin to the destination with the travel time between the two points being doubled.

If the shipment has a point of origin outside the greater Las Vegas area and a point of destination within the greater Las Vegas area, the hourly charges will begin at the point of origin and continue thereafter to the destination; the travel time between the two points will be doubled.

If the shipment has a point of origin within the greater Las Vegas area and a point of destination outside of the greater Las Vegas area, the hourly charges begin at the point of origin and continue thereafter to the shipment destination; the travel time between the two points being doubled.

If the shipment has a point of origin and a point of destination outside the greater Las Vegas area, the hourly charges begin at the carrier's dock as the point of origin, continuing thereafter of the shipment pick-up and drop-off point and end at the carrier's dock as the point of destination.

All shipments are subject to a (2) hour minimum charge including a minimum of 30 minutes travel time. Chargeable time begins upon arrival at point of origin. Chargeable time ceases upon departure from point of destination plus additional travel time when origin and destination are both outside the greater Las Vegas area.

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ACTIVE MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

Rule No.

RULES AND REGULATIONS

230
Contd.

RATES AND CHARGES

(B) Overtime Rates for manpower apply seven days per week after eight hours on any one move if not due to fault of carrier. Hourly charges set forth in this tariff will be at 150 percent after initial eight hours has been exceeded on any one move.
(C) Packing materials and container charges:

MOVING KITS

Standard Moving Kit - \$50

10 Medium Boxes (18x14x12) 5 Large Boxes (20x20x15) 55 yards of Duck® Packing Tape 40' of 5/16" Real Bubble Wrap® 1 Box Marker
Bedroom Moving Kit - \$45

1 Wardrobe Box (24x24x40) 6 Medium Boxes (18x14x12) 4 Large Boxes (20x20x15) 55 yards of Duck® Packing Tape 40' of 5/16" Real Bubble Wrap® 1 Box Marker

CARTONS AND MATERIALS

Extra Large Moving Box (23x23x16).....\$4.50
Large Moving Box (20x20x15).....\$3.50
Medium Moving Box (18x14x12)..... \$3.00
Wardrobe Moving Box (24x24x40)..... \$12.00
Stretch Wrap (5"x1000 foot roll)..... \$15.00
Real Bubble Wrap (12"wide x 80 feet)..... \$18.00
Paper Pads..... \$1.50
Mirror Pack..... \$4.00
Dish Pack \$9.00

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